

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

DENMAR ELECTRIC CORPORATION

and

Case 02-CA-147463

**LOCAL 3, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

DECISION AND ORDER

On September 2, 2015, Denmar Electric Corporation (the Respondent), Local 3, International Brotherhood of Electrical Workers (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

At all material times, the Respondent, a domestic corporation with an office and place of business in New York, New York (the facility), has been engaged in the business of providing electrical contracting products and services to businesses located in within the New York metropolitan area.

Annually, in the course and conduct of its business operations, the Respondent purchases and receives goods and materials at its facility valued in excess of \$50,000 directly from suppliers located outside the State of New York.

The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization

The Union is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, Denmar Electric Corporation, New York, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing and failing to bargain collectively in good faith with Local 3, International Brotherhood of Electrical Workers, as the exclusive representative of a unit of all full-time and regular part-time mechanical electricians employed by the Respondent in and out of its facility at 5 Penn Plaza, New York, New York.

(b) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist Local 3, IBEW, or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) The Respondent shall meet and bargain in good faith with the Union, as the recognized exclusive collective-bargaining representative of an appropriate unit of employees concerning terms and conditions of employment at times mutually agreed-upon by the parties, until a complete collective-bargaining agreement or a bona fide impasse is reached. The parties shall meet at least twice per month, for a minimum of two hours. If, for whatever reason, a party is late or cannot attend a mutually agreed-upon meeting, the parties shall contact Region 2 Compliance Officer, Christen Ritter, immediately and inform her of the circumstances.

(b) The Respondent and the Union have agreed to have a stenographer present at every bargaining session, unless the parties mutually agree to suspend the use of the stenographer. The cost of having a stenographer at the bargaining session will be divided equally among the Respondent and the Union. The Respondent shall make all

necessary arrangements to provide transcription of such bargaining sessions and supply to the Union a copy of the transcript from a bargaining session no later than three days before the next bargaining session.

(c) On commencement of bargaining, the Union's status as the exclusive collective-bargaining representative of the Unit shall be extended for nine additional months, as if the initial year of the certification had not expired.

(d) Within 14 days of service by the Region of the official copies of the attached Notice to Employees ("Notice"; marked "Appendix A") (in English and in additional languages if the Regional Director decides that it is appropriate to do so) the Respondent shall:

i. post at its facility copies of the attached Notice. Copies of the Notice, on forms provided by Region 2, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places. The Respondent will take reasonable steps to ensure that the Notices are not altered, defaced, or covered by any other material.

ii. sign and date those Notices and copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time since February 26, 2014. Those Notices will be signed by a responsible official of the Respondent and show the date of mailing. The Respondent will provide written confirmation of the date of mailing and a list of the names and addresses of employees to whom the Notices were mailed, to the NLRB Region 2 Compliance Officer, Christen Ritter, 26 Federal Plaza, Room 3614, New York, NY 10278.

iii. hold a meeting or meetings, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Respondent will read the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, in the presence of a Board agent. The Respondent will be responsible for any translation or interpretation costs. The reading will take place at a time when the Respondent would customarily hold meetings and must be completed prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner that the Respondent normally announces meetings and must be approved by the Regional Director.

(e) Within 7 days after service by the Region, file with the Regional Director for Region 2 of the Board, a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., December 1, 2015

Mark Gaston Pearce, Chairman

Kent Y. Hirozawa, Member

Lauren McFerran, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT, upon request, fail or refuse to bargain in good faith with Local 3, International Brotherhood of Electrical Workers, as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All full-time and regular part-time mechanical electricians
employed by us in and out of our facility at 5 Penn Plaza,
New York, New York.

WE WILL NOT in any manner interfere with, restrain, or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL meet and bargain in good faith with Local 3, IBEW.

DENMAR ELECTRIC CORPORATION

The Board's decision can be found at www.nlr.gov/case/02-CA-147463 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Room 5011, Washington, D.C., 20570, or by calling (202) 273-1940.

